

RECEIVED

JUL 11 2008

TECHNICAL SUPPORT

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 07/08/08 02:57 PM
DEPUTY Bonnie Oberbillig
RECORDED - REQUEST OF
Kuna City

AMOUNT .00 7



ORDINANCE NO. 2008-16

AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY, LOCATED AT WEST DEER FLAT, EAST OF LINDER, PARCEL NO. R8048220045, SITUATED IN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO, AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA, TO THE CITY OF KUNA, IDAHO; ESTABLISHING THE ZONING CLASSIFICATION OF SAID REAL PROPERTY; DIRECTING THAT COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kuna, Idaho is a municipal corporation organized and operating under the laws of the State of Idaho and is authorized to annex to and incorporate within the boundaries of the City contiguous real property in the manner provided by Section 50-222, Idaho Code; and

WHEREAS, Andrew & Cynthia Brothers, 1706 S. Phillippi, Boise, ID, owners of the parcel of real property situate in the unincorporated area of Ada County and particularly described in Section 2 of this ordinance has requested, in writing, annexation of said real property to the City of Kuna; and

WHEREAS, the Planning and Zoning Commission of the City, pursuant to public notice as required by law, held a public hearing on May 14, 2008, as required by Section 67-6525, Idaho Code, where it was recommended to the Mayor and Council that the annexation and zoning request be approved with a zoning classification of C-1; and

WHEREAS, the Kuna City Council, pursuant to public notice as required by law, held a public hearing on June 17, 2008 on the proposed annexation and zoning for the real property described in Section 2 below, as required by Section 67-6525, Idaho Code, made findings and determined that the requested annexation should be subject to a Development Agreement. A public hearing was held June 17, 2008 on the proposed Development Agreement, as required by Section 67-6525, Idaho Code and made findings and determined that the requested annexation should be granted with the zoning classification of C-1 (Light Commercial) and be subject to the Development Agreement; and

WHEREAS, the zoning classification of C-1 (Light Commercial) is appropriate to meet the requirements of the Kuna City Code and should be granted,

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KUNA, IDAHO, as follows:

Section 1: The Kuna City Council hereby finds and declares that the real property described below is contiguous to the City, that said property can be reasonably assumed to be used for the orderly development of the City, and that the owners of said property have requested, in writing, annexation thereof to the City.

Section 2: The real property, all situated in Ada County, Idaho, adjacent and contiguous to the City, commonly known as Parcel No. R8048220045, Deer Flat and Linder Roads, and more particularly described in "Exhibit A"- Legal Description and "Exhibit B"- Site Map, attached hereto and incorporated herein by reference as if fully set forth below, is annexed to and incorporated in the incorporated territorial limits of the City of Kuna, Idaho.

Section 3: From and after the effective date of this Ordinance, all property and persons within the boundaries and territory described above shall be subject to all ordinances, resolutions, police regulations, taxation, and other powers of the City of Kuna.

Section 4: The zoning land use classification of the land described in Section 2 above is hereby established as C-1, Light Commercial, as provided by the Zoning Ordinance of the City. The Zoning Map of the City is hereby amended to include the real property described in Section 2 above in the C-1 zoning land use classifications.

Section 5: The City Clerk is hereby directed to file, within ten (10) days of passage and approval of this Ordinance, a certified copy of this Ordinance with the offices of the Auditor, Treasurer, and Assessor of Ada County, Idaho, and with the Idaho State Tax commission, Boise, Idaho, as required by Section 50-223, Idaho Code, and to comply with the provisions of Section 63-215, Idaho Code, with regard to the preparation and filing of a map and legal description of the real property annexed by this Ordinance.

Section 6: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law. In lieu of publication of the entire ordinance, a summary thereof in compliance with Section 50-901A, Idaho Code, may be published.

DATED this 1st day of July, 2008.

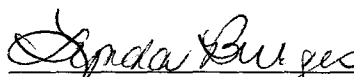
CITY OF KUNA
Ada County, Idaho


RECEIVED

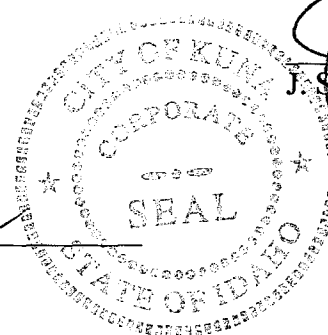
JUL 14 2008

TECHNICAL SUPPORT

ATTEST:


Lynda Burgess, City Clerk


J. Scott Dowdy, Mayor





9259624 14-1001650

PIONEER TITLE CO.

ADA COUNTY, ID. FOR
A Pioneer Company J. DAVID NAVARRO
PIONEER TITLE COMPANY BY h. lawn
OF ADA COUNTY RECORDER 3.00

888 North Cole Road / Boise, Idaho 83704 / Telephone (208) 377-2700

92 SEP 3 PM 4:11

RECEIVED
JUL 11 2008
TECHNICAL SUPPORT

P115216 KP/CV

WARRANTY DEED
(INDIVIDUAL)

FOR VALUE RECEIVED DEAN C. GAERTNER AND ELIZABETH A. GAERTNER, HUSBAND AND WIFE

Grantor s , do hereby grant, bargain, sell and convey unto ANDREW C. BROTHERS AND CYNTHIA A. BROTHERS, HUSBAND AND WIFE

the Grantee s , whose current address is: 155 DEER FLAT ROAD, KUNA, ID 83634
the following described real property in ADA County, State of Idaho, more particularly described as follows, to-wit:

LOT 5 IN BLOCK 1 OF SOUTH LINDER ESTATES SUBDIVISION, ACCORDING TO THE PLAT THEREOF, FILED IN BOOK 30 OF PLATS AT PAGE 1832, RECORDS OF ADA COUNTY, IDAHO.

SUBJECT TO: A Deed of Trust of record dated September 26, 1989, recorded on October 2, 1989 as Instrument No. 8948311, records of Ada County, Idaho, which Deed of Trust the Grantees herein agree to assume and to pay according to its terms and conditions.

APPROVED AND ACCEPTED:

Andrew C. Brothers
ANDREW C. BROTHERS

Cynthia A. Brothers
CYNTHIA A. BROTHERS

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee s , and Grantee s heirs and assigns forever. And the said Grantor s do hereby covenant to and with the said Grantees , the Grantors are the owner s in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee s ; and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (includes irrigation and utility assessments, (if any) for the current year, which are not yet due and payable, and that Grantors will warrant and defend the same from all lawful claims whatsoever.

Dated: August 28, 1992

Dean C. Gaertner
DEAN C. GAERTNER

Elizabeth A. Gaertner
ELIZABETH A. GAERTNER

STATE OF IDAHO , County of ADA , ss.

On this 28 day of August , in the year of 1992 , before me THE UNDERSIGNED , a notary public, personally appeared DEAN C. GAERTNER AND ELIZABETH A. GAERTNER , known or identified to me to be the person s whose name s are subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary Public [Signature]
Residing at: BOISE
My Commission Expires: 11-5-1994

DEED OF TRUST

1451001651

THIS DEED OF TRUST, Made this 27th day of August, 1992
BETWEEN ANDREW C. BROTHERS AND CYNTHIA A. BROTHERS, HUSBAND AND WIFE

herein called GRANTOR,

whose address is 155 DEER FLAT ROAD, KUNA, ID 83634

PIONEER TITLE COMPANY OF ADA COUNTY, an Idaho corporation, herein called TRUSTEE, whose address is 888 N. Cole Rd., Boise, Idaho 83704, and REAL ESTATE MARKETING, INC., AN IDAHO CORPORATION herein called BENEFICIARY, whose address is 298 NORTH MAPLE GROVE, BOISE, ID 83704

WITNESSETH THAT Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of ADA, State of Idaho, described as follows, and containing not more than twenty acres:

Lot 5 in Block 1 of SOUTH LINDER ESTATES SUBDIVISION, according to the plat thereof, filed in Book 30 of Plats at Page 1832, records of Ada County, Idaho.

9259625

PIONEER TITLE CO.

ADA COUNTY, ID. FOR

J. DAVID NAVARRO

RECORDER

BY *Klausen*

6.00

'92 SEP 3 PM 4 11

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits,

For the Purpose of Securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of THREE THOUSAND AND NO/100-----Dollars, (\$ 3,000.00),

final payment due August 28 1993

and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair, not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereon; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

4. To pay, at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at eight per cent per annum.

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligations hereof, may, make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or change hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as the person or persons legally entitled thereto.

5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

RECEIVED

JUL 14 2008

TECHNICAL SUPPORT

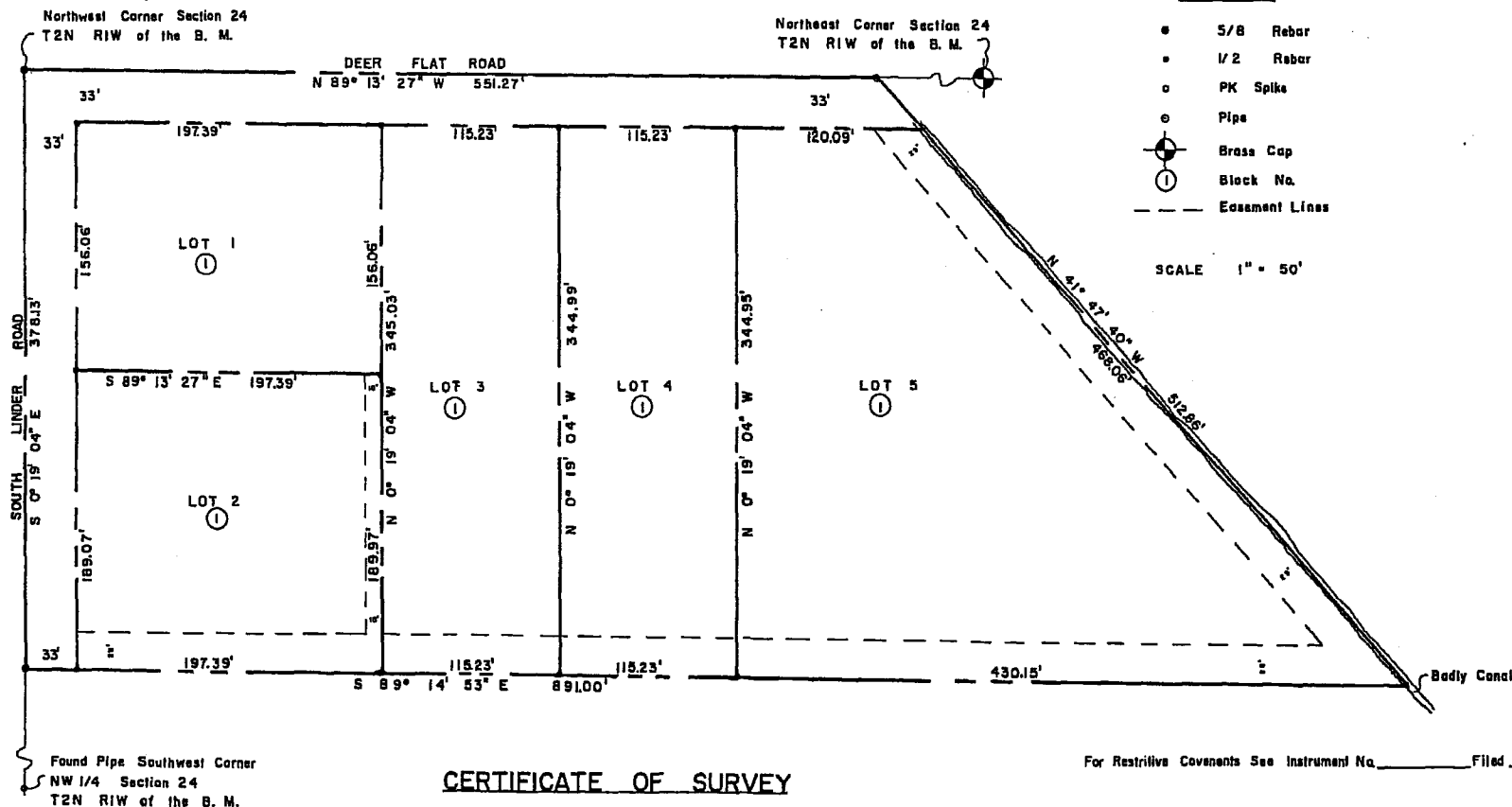
PLAT OF SOUTH LINDER ESTATES



LEGEND

- 5/8 Rebar
- 1/2 Rebar
- o PK Spike
- o Pipe
- ⊙ Brass Cap
- ① Block No.
- - - Easement Lines

SCALE 1" = 50'



CERTIFICATE OF SURVEY

I do hereby certify that I am a professional engineer, licensed by the State of Idaho, and that this plat has been prepared from a survey made on the ground under my supervision, and that this plat is an accurate representation of said survey.

Date Feb 15, 1971



For Restrictive Covenants See Instrument No. _____ Filed _____

NOTE:
Sanitary requirements under Title 50, Chapter 13, IDAHO CODE must be complied with.

PLAT BOOK

PAGE

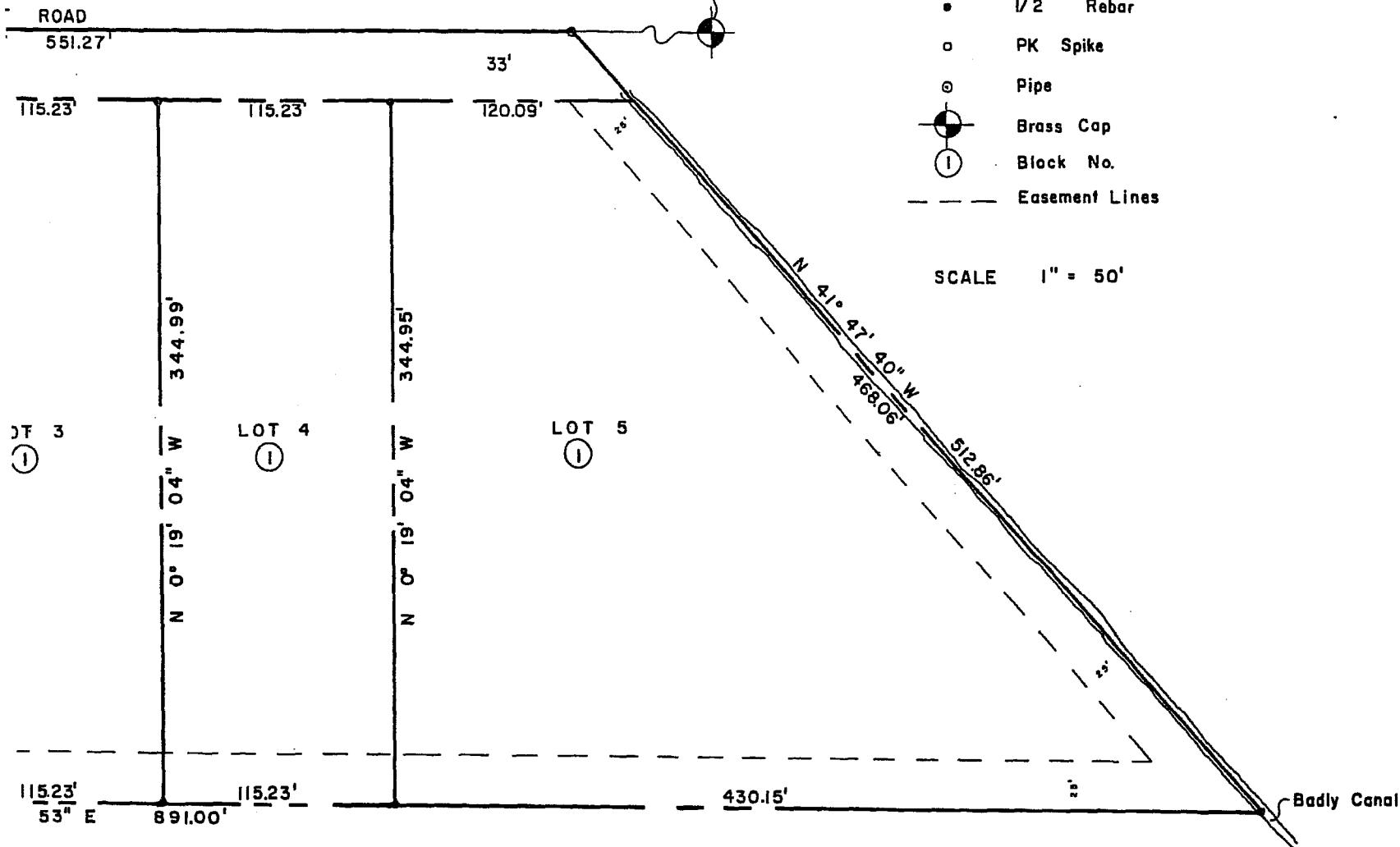
Restoration
#511659 3-30-73

TECHNICAL SUPPORT

JUL 11 2008

RECEIVED

Northeast Corner Section 24
T2N RIW of the B. M.



- 5/8 Rebar
- 1/2 Rebar
- PK Spike
- ⊙ Pipe
- ⊙ Brass Cap
- ⊙ Block No.
- Easement Lines

For Restrictive Covenants See Instrument No. _____ Filed _____ 1973.

CERTIFICATE OF SURVEY

at I am a professional engineer, licensed by the State of Idaho,
as been prepared from a survey made on the ground under my
t this plat is an accurate representation of said survey.

NOTE:

Sanitary requirements under Title 50, Chapter 13,
IDAHO CODE must be complied with.



RECEIVED

JUL 14 2008

TECHNICAL SUPPORT

ORDINANCE NO. 2008-16

EXHIBIT B

LINDER

GINGHAM

POPLIN

LINMAR

DEER FLAT

SITE

RECEIVED
JUL 11 2008
TECHNICAL SUPPORT